

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 8<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603

San Francisco

CA 94142-0603



SCOPE OF WORK PROVISION

FOR

**ELECTRICIAN:**

MATERIAL HANDLER, MATERIAL HANDLER FOURTH SIX  
MONTHS, MATERIAL HANDLER THIRD SIX MONTHS, MATERIAL  
HANDLER SECOND SIX MONTHS AND MATERIAL HANDLER  
FIRST SIX MONTHS

IN

SANTA CLARA COUNTY

61-332-9

## MATERIAL HANDLER AGREEMENT

Between

Local Union No. 332  
International Brotherhood of Electrical Workers  
San Jose, California



And

Santa Clara Valley Chapter  
of National Electrical Contractors Association

Effective JUNE 1, 1996

RECEIVED  
Department of Industrial Relations  
SEP 02 1997  
Dir. of Labor Statistics & Research  
Chief's Office

facts have been determined by the International Office of the Union. The Employer further agrees that he/she will not sublet, assign or transfer any work covered by this Agreement to any other person, firm or corporation if such subletting, assigning or transfer will cause the loss of work opportunities to employees in the Employers establishment covered by this Agreement. Any such subletting, assigning or transfer shall be allowable after a mutual determination has been made by the representatives of the parties hereto that such action is not in conflict with the preceding sentence.

Section 2.05 It shall not be considered a violation of this Agreement nor shall any workman be discharged by the Employer if he recognizes another labor organization's bona fide picket line which is sanctioned by the Local Central Labor Council or the Building Trades Council. The Union will notify the Employer as soon as possible if any organization secures such sanction.

Section 2.06 Should workmen leave a shop or job where a recognized picket line is sanctioned by the Central Labor Council or the Building Trades Council, such workmen shall carefully put away all tools, material and equipment or other property of the Employer in a safe manner. The Union will be financially responsible for any loss of the Employer by members of the Union for neglecting carrying out this provision, but only when a safe place is provided for such property by the Employer.

Section 2.07 Upon receipt of a voluntary written authorization, the Employer agrees to deduct and forward monthly to the Local Union on the monthly transmittal form, the additional working dues from the pay of each I.B.E.W. member. The amount to be deducted shall be the amount specified in the approved Local Union By-Laws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

### ARTICLE III

Section 3.01 Electrical Material Handlers shall be permitted to do the clerking, handling of stock, the care and cleaning of equipment, making up orders, delivering materials, tools, and equipment to the contractor's job, and returning same to the shop, but may not be employed, or be used to prefabricate, pull wires, or perform any Journeyman operations.

Section 3.02 Material Handlers shall be permitted on a job site to perform Material Handler's scope of work only. The ratio of material handler to journeymen and/or foremen permitted shall be one (1) material handler to three (3) journeymen and/or foremen. (Same as the apprenticeship ratio.)

The delivery and handling of tools and material shall be restricted to the following:

- a. From the primary receiving area for the job to each crew's designated crew report area or area designated by the foreman.

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**SCOPE OF WORK PROVISIONS**

(Effective for projects advertised for bids on or after May 9, 2002, until superseded.)

**FOR**

**ELECTRICIAN:  
MATERIAL HANDLER,  
MATERIAL HANDLER FIRST SIX MONTHS,  
MATERIAL HANDLER SECOND SIX MONTHS  
MATERIAL HANDLER THIRD SIX MONTHS  
MATERIAL HANDLER FOURTH SIX MONTHS**

**IN**

**SANTA CLARA COUNTY**

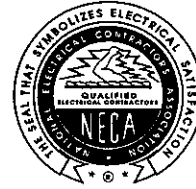
**MATERIAL HANDLER AGREEMENT**

**Between**

**Local Union No. 332**

**International Brotherhood of Electrical Workers**

**San Jose, California**



**And**

**Santa Clara Valley Chapter**

**of**

**National Electrical Contractors Association**

**Effective JUNE 1, 2001**



cancellation of his Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of construction, alteration, painting, or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

All charges of violations of Paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section 2.05 It shall not be considered a violation of this Agreement nor shall any workman be discharged by the Employer if he recognizes another labor organization's bona fide picket line which is sanctioned by the Local Central Labor Council or the Building Trades Council. The Union will notify the Employer as soon as possible if any organization secures such sanction.

Section 2.06 Should workmen leave a shop or job where a recognized picket line is sanctioned by the Central Labor Council or the Building Trades Council, such workmen shall carefully put away all tools, material and equipment or other property of the Employer in a safe manner. The Union will be financially responsible for any loss of the Employer by members of the Union for neglecting carrying out this provision, but only when a safe place is provided for such property by the Employer.

Section 2.07 The Employer agrees to deduct and forward to the Financial Secretary of the Local Union - upon receipt of a voluntary written authorization - the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

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The delivery and handling of tools and material shall be restricted to the following:

- a. From the primary receiving area for the job to each crew's designated crew report area or area designated by the foreman.

Section 3.03 The normal work day is eight (8) consecutive hours of work in a twelve (12) hour day, from 6:00 a.m. to 6:00 p.m. Monday through Friday with a minimum of one-half (1/2) hour and a maximum of one (1) hour lunch period.

(b) The Employer, with 24 hours notice to the Union, may institute a work week consisting of four (4) consecutive ten (10) hour days between the hours of 6:00 am and 6:00 pm, Monday through Thursday or Tuesday through Friday, with one-half hour allowed for a lunch period. The overtime rate for overtime shall be time and one-half (1 1/2) excluding Sundays, which shall remain at the double time rate.

Section 3.04 Overtime for employees shall be paid time and one-half for all work performed over 8 hours in any work day, and over 40 hours in any work week. The workweek is 40 hours, Monday through Friday. Saturday is one and one-half (1 1/2) times the regular hourly rate. Work on Sundays and Holidays to be paid for at two (2) times the regular hourly rate.

Section 3.05 Reasonable expenses incurred by an employee, if any, shall be paid while traveling out of town from the Employer's shop.

Section 3.06 All work performed outside the regularly scheduled working hours and work on the following Holidays: New Year's Day; Martin Luther King, Jr.'s Birthday, observed the third Monday in January; Washington's Birthday, the third Monday in February; Memorial Day, the last Monday in May; Fourth of July; Labor Day, the first Monday in September; Thanksgiving Day, the Fourth Thursday in November; the day after Thanksgiving Day; and Christmas Day, December 25; or days celebrated as such; or such Holidays as recognized by the Local Building Trades Council, shall be paid for two times the regular straight time rate of pay. Should any of the above-named Holidays fall on Sunday, the following day shall be observed as a Holiday. However, when a workman has worked six (6) hours or more immediately previous to starting the regular workday he shall receive the overtime rate of pay until relieved of duty. (Tenth Holiday to be inserted as selected by the parties.)

### SHIFT WORK OCCUPIED REMODEL AND RENOVATION WORK

Section 3.07 When so elected by the contractor, a single shift of work for eight (8) hours may be performed Monday through Friday, excluding Saturdays, Sundays and Holidays.

The shift work must be performed outside regular work hours as defined in Article III, Section 3.